

MASTER CONTRACT

Between

THE SOUTH TAMA COUNTY EDUCATION ASSOCIATION

and the

COMMUNITY SCHOOL DISTRICT OF SOUTH TAMA COUNTY

July 1, 2006 to June 30, 2007

Tama, Iowa

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PREAMBLE

The School Board of the Community School District of South Tama County, hereinafter known as the "Board" and the South Tama County Education Association, hereinafter known as the "Association," in recognition of the past history of good faith in staff relationships, and being desirous of achieving a mutually satisfactory contractual agreement, agree as follows:

NOTE: Any and all actions and responsibilities required by this document of the Board, administration, or named administrative positions may be performed by representatives or agents of the Board's choosing, and any and all actions and responsibilities required by this document of the Association or named Association officer positions may be performed by representatives or agents of the Association's choosing, except in articles II and IV where the designations shall be as stated.

ARTICLE I: RIGHTS

A. MANAGEMENT RIGHTS

It is understood and agreed that the management of the South Tama County School District and the direction of employees covered by this agreement are the responsibility of the employer. Such responsibilities include but are not limited to the right to hire, promote, evaluate, demote, transfer, assign and reassign employees, to discipline and discharge employees for just cause, to lay off employees, to determine and implement methods, means, and personnel by which the employer's operations are conducted, and to establish and require employees to observe reasonable Board rules and regulations. The responsibilities set forth above are subject only to the limitations of this agreement.

B. ASSOCIATION RIGHTS AND DUTIES

1. USE OF FACILITIES

- a. The Association shall have the right to the use of school facilities for local meetings, provided such meetings are held after regular school hours (4:00 P.M.), in no way interfere with the instructional program, and are scheduled with the building principal before announcement of the meeting to members. Any additional expenses to the District resulting from such meetings will be borne by the Association.
- b. The Association may request the use of facilities for meetings other than local, under the provisions of Board Policy relating to use of facilities by community organizations.
- c. The Association shall maintain an accurate record of all postage paid and telephone toll calls made on behalf of the Association. The Association will reimburse the school district on December 15 and June 15.
- d. The Association may use the printing system and services provided by the District, provided such use does not interfere with the operation of the District or instructional programs, and that all cost will be borne by the Association. Payment will be made on December 15 and June 15.

2. WRITTEN COMMUNICATIONS

The Association has the right to post notices of activities on employee bulletin boards and distribute materials to faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agents business on behalf of the members of the negotiating unit. All materials handled relating to Association business shall be posted, distributed and approved by the authorized representatives of the Association. A list of authorized representatives shall be furnished to the principal of each building and updated as needed to insure accuracy.

3. PRINTING AGREEMENT

The cost of printing this agreement shall be shared pro rata according to the number of copies requested by the Board and the Association. The format of this agreement will be mutually agreed upon. The printing of the agreement will be done by the District Media Center or the Area Education Agency #2, 6 & 7 printing services. The number of copies requested by the Association and the Board will be presented to the negotiators within thirty days after the agreement has been signed.

4. DUES DEDUCTION

- a. Any employee who is a member of the Association or who has applied for membership, may sign and deliver to the STCEA building representative, a notification authorizing payroll deduction of professional dues. The building representative will submit said authorization forms to the School District Payroll Clerk prior to the Friday after Labor Day.
- b. Pursuant to a deduction authorization, the Board shall deduct from the employee's paycheck, the dues that the employee has agreed to pay the Association in ten (10) equal installments, beginning with the first pay period in September and ending in June.
- c. Such authorization shall be effective for a period of one (1) year. The Association members will be required to file an authorization request each year. The Association member may terminate the dues check-off at any time by giving thirty (30) days written notice. The Board shall assume no responsibility for the accuracy of the amounts authorized to be deducted and, in the event of an error, properly authorized corrections will be made only with request to future deductions. If there is termination of dues check-off the District is under no obligation to continue payment to the Association for the individual's dues who has been terminated. The dues deduction authorization shall be prepared in duplicate on the form attached.

(Example A) One copy of said form is to be filed with the Board of Education by the Association.

- d. The superintendent or designee shall transmit to the Association the total monthly deduction for professional dues, less all administrative costs to the Board, within ten (10) school days following each regular pay period.
- e. The Board shall not be liable to the Association by reason of the requirements of this article, for the remittance or payment of any sum other than that constituting actual dues deduction made from an employee's salary.
- f. The Association agrees to indemnify and hold harmless the Board, each individual Board Member, and all administrators, against any and all claims, costs, suits or other forms of liability and all court costs arising out of the good faith application of the provisions in this agreement.

ARTICLE II: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. **GRIEVANCE**

A grievance is a claim by an employee, group of employees, or the Association of a violation, a misapplication or a misinterpretation of this agreement.

2. **DAYS**

Days shall mean working days exclusive of Saturday, Sunday or official holidays.

3. **IMMEDIATE SUPERVISOR**

The immediate supervisor is that employee possessing that degree of administrative authority next in rank above any grievant.

4. **AGGRIEVED PERSON**

An aggrieved person is the person, persons, or the Association making the claim.

5. **PARTIES IN INTEREST**

Any person involved in the processing of the grievance.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees.

C. PROCEDURE

1. Time Limits - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The specific time limits may be extended by mutual agreement.
2. Decisions rendered at all levels except level one of this procedure shall be in writing, setting forth the nature of the decision and the supporting reasons therefore and the same shall be promptly transmitted to all parties in interest.
3. Grievance forms, notices, appeals for making reports and recommendations as well as other necessary documents will be available from building principals or the South Tama Community Education Association President.
4. All meetings and hearings under all levels of the grievance procedure shall be conducted in private and shall include only such parties in interest or their designated representatives.
5. Grievance procedures shall be conducted in such a manner so it does not interfere with the aggrieved person's work and the normal operation of the school. If it is necessary for an aggrieved person or his/her representative to be present at a scheduled grievance procedure during the work day, said aggrieved person and representative shall be released without loss of compensation.

6. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

D. LEVELS OF ACTION

1. LEVEL ONE, PRINCIPAL OR IMMEDIATE SUPERVISOR, INFORMAL

An employee with a grievance shall first discuss it with his or her principal or immediate supervisor, either directly or through his or her chosen representative, with the objective of resolving the matter informally.

2. LEVEL TWO, PRINCIPAL OR IMMEDIATE SUPERVISOR, FORMAL

Where grievances are not resolved informally, the first step of the formal grievance procedure will be the lodging of the grievance with the employee's principal or immediate supervisor on the prescribed forms in writing signed by the aggrieved person. (Example B) Such grievance shall be filed within fifteen days of the occurrence of the event on which it is based or within fifteen days of the employee learning of the event; otherwise the complaint shall be considered to have been waived by the employee and the procedure thereby terminated. No grievance can be filed after two years of the occurrence of the event on which it is based. The person to whom the grievance is submitted shall render his or her decision in writing to the grievant within ten days after the grievance is filed.

3. LEVEL THREE, SUPERINTENDENT OF SCHOOLS

If the aggrieved person is not satisfied with the decision rendered at level two, he or she may within five days after receiving the decision, appeal to the Superintendent of Schools. The appeal is to be in writing on forms furnished by the school district and signed by the employee. (Example C). This level contemplates discussion between the parties in interest and the Superintendent. Within ten days of the receipt of the appeal, the Superintendent shall render his or her decision thereon in writing to the parties in interest.

4. LEVEL FOUR, ARBITRATION

- a. If the aggrieved person or the Association is not satisfied with the disposition of the grievance at the preceding level, or if no disposition has been made within the time limit, the aggrieved person and the Association may meet within five days of the Superintendent's decision to discuss the merits of submitting the grievance to arbitration.
- b. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within five (5) days of the Superintendent's decision.
- c. Within ten (10) days after written notice to the Board of submission to arbitration, the Board or its delegate and the Association shall attempt to agree on an arbitrator, and shall obtain from the arbitrator a commitment

to serve. If the Board or its delegate and the Association are unable to agree on an arbitrator within ten (10) days either side may make a written request to the Public Employment Relations Board for a list of seven (7) arbitrators. Each of the two (2) parties will alternately strike one (1) name at a time from the panel until only one (1) shall remain. The right of the first strike shall be determined by lot. The remaining name shall be the arbitrator.

- d. The arbitrator shall confer with the representatives of the Board and the Association and hold a hearing promptly. He or she shall issue a decision not later than 15 days from the date of the close of hearings or, if oral hearings have been waived, then from the date final statements and arguments were submitted. The arbitrator's decision shall be in writing and shall set forth his or her findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without authority to make any decision which violates the terms of his or her agreement. The decision of the arbitrator shall be final and binding on the parties. (Example D)
- e. Costs for the services of an arbitrator shall be shared equally by the Board and the Association.

ARTICLE III: TRANSFERS

Any Contract School which becomes a part of the South Tama County School District will be excluded from this Article.

A. VOLUNTARY TRANSFERS

A voluntary transfer is the movement of an employee to a different grade level (P-5), building, or general subject area upon a vacancy therein, at the request of the employee.

1. NOTIFICATION

- a. Upon receipt of a resignation, or knowledge of new opening, the Superintendent shall post a dated list of teaching vacancies for a period of five (5) consecutive work days in all school attendance centers. When the five (5) day notice period cannot be fulfilled, vacancies and/or openings will be advertised in the local papers. Employees who desire a voluntary transfer shall submit their request in writing to the Superintendent of Schools. Such requests shall be submitted within five (5) working days of the date from which the notice is posted.
- b. The approval of a request for transfer shall not be automatic. However, the request of the employee shall be granted if it is determined by the administration that the transfer does not conflict with the best interests of the school system. If more than one (1) employee has applied for the same position and meets the above criteria, the determination shall be made on the basis of seniority, certification, academic preparation, and previous evaluations.

B. INVOLUNTARY TRANSFERS

An involuntary transfer is the movement of an employee to a different grade level (P - 5), building, or general subject area at the direction and order of the Superintendent without the employee's consent.

1. NOTIFICATION

- a. Notice of an employee's involuntary transfer shall be given to the employee within five days (5) of the Superintendent's decision and in normal circumstances shall be given on or before the 1st of July preceding the school year in which the transfer shall be effected.
- b. In unforeseen circumstances the administration may make an emergency involuntary transfer after July 1, to meet the needs of the instructional program.

2. APPEAL

- a. Involuntary transfers shall not be made for wholly arbitrary or capricious reasons, and in all cases the employee shall be notified in writing of the reasons for the transfer.
- b. In the event that the employee objects to the involuntary transfer he/she may appeal the procedures utilized and effecting his/her transfer at the appropriate level of the grievance procedure.

ARTICLE IV: EMPLOYEE EVALUATION

TEACHER EVALUATION PHILOSOPHY

Effective teacher evaluation is an essential part of the total instructional program. Performance-based evaluation is a continuous process which relates directly to on-the-job performance. Performance-based evaluation is a cooperative effort between the administration and teaching staff, with the support of the Board of Education. Standards in a performance-based evaluation system reflect measurable, observable, and definable teacher behavior.

A. NOTIFICATION

Within four (4) weeks after the beginning of each school year or first day of work, the appropriate administrator shall acquaint newly hired employees under his/her supervision with the evaluation procedures. Within four (4) weeks after the beginning of each school year the appropriate administrator shall acquaint returning employees with any changes in the evaluation procedures. No evaluation shall take place until such orientation has been completed. All evaluation forms will be made available to certified staff prior to the beginning of each school year.

B. REQUIRED OBSERVATION

Teacher Evaluation Tiers and Timelines

Tier I Faculty (Year One)

| Activity | Timeline |
|-----------------------------------|--|
| First Formal Observation* | -Within the first month of employment |
| Second Formal Observation | -Completed by February 1 st |
| Third Formal Observation | -Completed during second semester but prior to March 1 st |
| Summative Conference Completed | -Completed by May 15 th |
| Informal and Formal Observations | -As needed |
| Cumulative Professional Portfolio | -Created and maintained during year one and two |

Tier I Faculty (Year Two)

| Activity | Timeline |
|-------------------------------------|--|
| First Formal Observation* | -Within the first month of employment |
| Second Formal Observation | -By the end of the first semester |
| Third Formal Observation | -Completed during the second semester but prior to March 1 |
| Comprehensive Evaluation Conference | -Completed by March 30 |
| Informal and Formal Observations | -As needed |
| Cumulative Professional Portfolio | -Completed by March 15 |

Tier I Faculty (Year Three)

| Activity | Timeline |
|--|----------------------|
| Individual Professional Development Plan | -Prior to October 1 |
| Informal and Formal Observations | -As needed |
| Summative Conference | -Completed by May 15 |

Tier II Career Faculty (Year One)

| Activity | Timeline |
|----------------------------------|--|
| Individual Career Plan Designed* | -Prior to October 1 for one year plans Prior to November 1 for multi-year plans |
| Formal Observation | -Completed by February 1 |
| Informal and Formal Observations | -As needed |

Tier II Career Faculty (Year Two)

| Activity | Timeline |
|---|----------------------|
| Self Evaluation based on the Iowa Teaching Standards and Criteria conference with Principal | -Prior to December 1 |
| Informal and Formal Observations | -As needed |

Tier III Career Teacher (Year Three)

| Activity | Timeline |
|---|----------------------|
| Conference with Administration concerning student performance on local, state, national assessments | -Prior to May 1 |
| Informal and Formal observations | -As needed |
| Summative Conference (Documentation is needed which supports the Iowa/District teaching standards and criteria) | -Completed by May 15 |

*The Individual Career Plan may include activities for one, two, or three year periods.

The Plan must be linked to the building student achievement goals or the district comprehensive school improvement plan (CSIP) and must be linked to the Iowa Teaching Standards.

Tier III Intensive Assistance Plan

| Activity | Timeline |
|---|---|
| AWARENESS PHASE The evaluator should contact the staff member in writing, makes him/her aware of the problem, collaboratively develops the means to resolve the problem, and schedules a time (not to exceed three months) to discuss resolution. | - To be developed by staff member and Evaluator |

ASSISTANCE PHASE

A conference will be held between the staff member and the evaluator to develop an Assistance Plan.

-To be developed by staff member and Evaluator

C. DEFINITION OF TERMS

See Appendix 1

D. PERSONNEL FILES

1. Employees shall have access to previous or current formal and/or informal evaluation reports and to any reports of official personnel actions.
2. An employee has the right to make written reply to any evaluation report of official personnel actions that are contained in his or her file.
3. The employee shall have the right to reproduce the above reports at his/her own expense.
4. The teacher shall be notified in writing when any complaint, commendation, or informal evaluation is placed in the personnel file.

E. EVALUATION REDRESS

Certified staff that disagree with any portion of their evaluation in Tier I, Tier II or Tier III may submit a written account to be attached and filed with the evaluation within fifteen (15) days of receiving the evaluation. The employee has the right to file a grievance concerning an evaluation that may affect salary, advancement, or promotion.

ARTICLE V: REDUCTION OR REALIGNMENT OF STAFF

- A. The Board shall determine the staffing needs of the District. Should reduction in staff be necessary the procedures set forth in this Contract and Article shall apply, as well as those set forth in Iowa Code Section 279.
- B. When a reduction of staff is deemed necessary by the District, the Board shall first attempt to accomplish the necessary reduction by normal attrition, if the attrition is known by January 1st. In the event necessary reduction in staff cannot be adequately accomplished by attrition, the administration shall determine the areas to be affected by the reduction policy which shall be made within the following areas:
 - Pre-School - 6 = Certified Staff including all classroom teachers and Title I teachers.
 - Pre-School - 12 = Special Teachers by subject areas being taught or positions occupied includes: Nurses, Media Specialists, Guidance Counselors, Gifted and Talented, Music, Physical Education, Art, Foreign Language,

Health, PEP, ELL, Vocational Education (separately for: Agriculture, Business, Industrial Technology, & Family Consumer Science), and Special Education (Includes: BD, Resource, Early Childhood, SCI, Self Contained, & Severe & Profound). The Dean of Student 1994-1995 occupant is included in the Special Education area, but future occupants will be in a separate area.

7-12 = Secondary Staff by subject areas being taught (Math, Social Studies, Science, Language Arts (Includes Reading).
High School NCA standards shall be used by 9 - 12.

Areas taught or positions occupied will be determined by the current actual schedule of time, not by individual contract designations or other means. Employees with multiple assignments will be placed only in the area which involves the plurality of their assigned student contact time.

The Board and Administration are not expected to transfer reduced employees into other subjects or areas. They may transfer the employee if there is a District need, and the employee is fully certified at the time for the teaching area.

C. Within the groupings identified in "B" above, the administration shall base its decision as to whom to reduce by the following criteria:

1. Employees who have emergency, conditional, or temporary certification (approval or endorsement) in their area of assignment, unless needed to maintain a necessary educational program, will be the next to be laid off. If the reduction at this step is insufficient to accomplish the needed reduction--
2. Employees who are probationary, unless otherwise needed to maintain a necessary educational program, will be the next to be laid off.

Following consideration of the priority criteria listed above, certified employees in the areas affected will be reduced in the order listed below. In reaching this decision, the Board retains the right to deviate in order to maintain necessary educational programs.

- (a) Seniority
- (b) Results of past performance evaluation
- (c) Employee's breadth of certification

Extra duty assignments shall not be considered as a criterion.

D. Whenever feasible the administration shall provide written notice to employees who may be laid off because of reduction or realignment not later than April 15, of the preceding school year. Such notice shall include the reasons for the reduction or realignment of staff. The Association and Superintendent shall meet and review the lay-off plan(s) and notification plans for employees indirectly impacted by the lay off.

E. Any non-probationary employee who has been laid off as a result of this policy shall have recall rights to a position for which he/she is qualified for a period of two (2) years. Laid-off employees shall be reinstated in inverse order of their being laid

off if qualified to fill the vacancies and if the employee has taught in the vacant position within the previous three (3) years or if the employee is in the Pre-School-6 classification under paragraph B then the employee shall be able to accept a vacancy within three grade levels above or below their position within the classification. Employees may not move outside classification unless they otherwise qualify. No new or substitute appointments made for four (4) months or more shall be made while there are employees with recall rights available who are qualified to fill the vacancies. The administration shall inform all employees, including are employees with recall rights, of all vacancies within the school system. Such notification shall be in writing.

- F. Any employee re-employed by exercising his/her recall rights shall be given full salary, related benefits, and experience as if continually employed in the District. Such increase in benefits shall be limited to a one (1) year increment step, regardless of whether the employee involved is laid off for one (1) or two (2) years. Under no circumstances shall any employee be entitled to two (2) years increase in salary and benefits following recall.
- G. Any non-probationary employee who becomes unemployed under the provisions of this policy shall be accorded the recall rights provided under this policy unless specifically waived in writing. Resignations upon request of the Board for reasons of reduction does not automatically waive recall rights.
- H. For purposes of this document, seniority will be calculated as follows:
 - 1. Substitute or other employment not performed under continuous contract will not be applied towards seniority. Neither will supplemental pay or extended contract duty beyond the regular school term increase seniority.
 - 2. To be eligible for seniority status an employee must have had continuous contracted service in the district for some position which requires a certificate issued by State of Iowa, or must be on layoff status with recall rights unexpired.
 - 3. One (1) year of service increases seniority by one(1). Periods of less than full-time contracted employment shall accumulate seniority on a pro-rated basis.
 - 4. Persons not performing contracted work for a complete year due to a leave of absence or during a period of continuous eligibility for recall shall not have that year counted toward increased seniority and neither shall that year be considered a break in service for purposes of calculating total seniority.
 - 5. Years of seniority (not the order listed) are based upon the yearly updates of the 1995-1996 posted seniority list. The employee with the greatest calculated years of service shall have the highest seniority ranking.
 - 6. Employees hired after January 1, 1996, will have seniority counted from the actual beginning date of contracted employment with the South Tama County Schools. If two or more employees have equal seniority, the employee with the earliest date reflected in the Board of Education minutes for approval of the initial contract has greater seniority. If two or more employees continue to

have the same seniority, the employee with the earliest signature date, if known, on his/her initial contract shall have the highest seniority. In case of a continued tie between full-time and part-time employees, the full-time employee takes precedence. Finally, if two or more employees continue to have the same seniority, the first name listed in the Board Minutes for the initial hiring shall have greater seniority.

7. Except for #5 above, seniority for new employees shall include only those years of experience in the District. Also, the district will continue to allow those outside the District that were allowed at time of employment during prior years. Years of experience brought into the District through reorganization do apply.
 8. One (1) copy of the District's seniority list will be prepared by the Superintendent or designee and forwarded to the Association containing information as of November 1 of each year; the list shall include each employee's name, date of employment, and number of years of seniority. The seniority list shall also be posted in each attendance center no later than December 1 each year. The Association and an employee have 15 working days from the time of individual notice of posting to raise objections to information contained on the list, and any objections not raised within that time are waived until the time of the next posting. Individual employees shall be notified that the seniority list has been posted by school mail, regular mail, or by a note included with/on their monthly pay check.
- I. No part of this policy shall restrict the employee's employment during the period he/she is laid off. Nor is any benefit of this policy restricted because of other employment during the period of lay off.
 - J. The District shall maintain a list of teachers with recall rights. It shall be the responsibility of the employee to notify the Board, through the Superintendent of Schools, as to said employee's current mailing address. The District shall mail all notices of recall to such addresses and the District shall have no responsibility of any nature whatsoever for the employee's failure to receive such notice, provided that the District furnishes proof of mailing to the last known address by certified mail. Failure to reply to said notice within seven (7) calendar days after the date of receipt of certified letter or date returned as undeliverable shall be construed to mean the employee has no interest in pursuing recall for this or future vacancies. An individual on recall may decline, in writing, to accept a particular position offer without losing future recall rights.
 - K. Any teacher who is hired to replace a leave of absence teacher shall not accrue any seniority rights during the first year of employment and shall have no recall rights. However, if the teacher is contracted the following year in the district, full seniority rights will be credited for both years of teaching.

ARTICLE VI: LEAVES

UNLESS OTHERWISE INDICATED BELOW, ALL REQUESTS FOR A LEAVE OF ABSENCE UNDER THIS CONTRACT OTHER THAN FOR UNFORESEEN SICK LEAVE OR EMERGENCY REQUESTS SHALL BE INITIALLY MADE IN WRITING TO THE EMPLOYEE'S BUILDING PRINCIPAL. ALL DECISIONS CONCERNING APPROVAL MADE IN REGARD TO SUCH REQUESTS SHALL BE MADE BY THE DISTRICT SUPERINTENDENT OR A DESIGNEE.

A. ABSENCES WITH LOSS OF PAY

1. Leaves of five (5) days or less per year not otherwise described and provided for in this contract may be granted an employee by the Superintendent but shall be accompanied by a loss of 1/192 of the employee's contract salary each day on such leave. In addition to the loss of pay the employee will reimburse the district .5 of the cost of the substitute for each day absent. The 1/192 deduction assumes a 192 day contract and contracts for other lengths will be adjusted accordingly. Requests for such leave shall be made to the employee's building administrator who will forward same to the Superintendent of Schools.
2. Involuntary absences not provided for in this contract may be excused by the Superintendent. The employee shall make application to the Superintendent through the employee's building administrator immediately for excuse for such absence.
3. Education Improvement Leave
 - a. Educational Improvement Leave without salary may be approved at the sole discretion of the Superintendent for not more than one (1) calendar year duration. An extension may be granted in unusual or extenuating circumstances at the discretion of the Superintendent. Such leave is granted without loss of accumulated sick leave; the employee will not receive experience credit for time on leave from work, but would be reinstated at the next appropriate step and lane in the salary schedule.
 - b. Education Improvement Leave may be granted by the Superintendent for the following purposes: Advanced professional training, education, or travel considered pertinent and significant to the professional skills and competency of the employee and of value to the school district. Each request will be considered on its own merits. The Superintendent at his/her sole discretion must determine if such leave is in the best interest of the District.
 - c. If a certified employee is granted such leave of absence, he or she shall be guaranteed a position in the Community School District of South Tama County for the following school year upon written request for reassignment to active duty. Such request should be filed with the Superintendent by January 15 the year of leave. Failure to file written

application by January 15 voids the guarantee of position. The above mentioned guarantee is subject to the following conditions:

1. The individual does not accept full-time employment while on leave of absence. This does not apply to leave granted for military service.
 2. The individual is able to perform all duties required of his/her position satisfactorily at the time of his/her request for reassignment and at the time of reassignment.
 - d. This guarantee is not to be interpreted as guarantee that an individual will be placed in the same position that he or she left at the time that leave was approved. The employee will be reinstated into a position for which he or she qualifies.
4. Provisional Leave/Adoption Leave
- a. The Superintendent or designee may grant an extended provisional leave of absence without pay for circumstances not set forth above.
 - b. Adoption shall be granted within the restrictions stated below.
 - c. The return to his/her position shall not take place within ten (10) working days prior to the end of a quarter.
5. Extended Disability Leave
- a. It is recognized that, on occasion, an employee may feel the need for a leave of absence with the purpose of obtaining medical treatment. In case of a request for an extended leave of absence due to a medically-related problem, when the time for a leave of absence can be projected ahead of time or can be at the employee's discretion, the Board would request, for the preservation of the educational process, that such leaves only be requested if the employee cannot arrange for a period of incapacity to occur during non-school periods. However, in the event of elective surgery or predicted medical disability which is to occur during the school year, the following procedures shall apply:

The employee shall notify the Superintendent at least three (3) weeks in advance for extended leaves of absence which are to be longer than two (2) weeks. The employee shall notify the Superintendent at least two (2) weeks in advance for shorter disability leaves of absence. In both instances the employee shall give the Superintendent written notice of the date which he or she expects to commence extended leave and the total amount of time he or she expects to take.
 - b. After giving due consideration to the desire and capabilities of the employee, the need for efficient administration of the schools, and the continuity of the educational process, the Superintendent will make a decision concerning the leave, the Superintendent or a designee shall reply to the employee as soon as the decision can be made. The

Superintendent's response shall include whether the leave is approved and/or satisfactory dates for such leave.

- c. Sick leave benefits will be used for disability leave until all sick leave is used. Only after sick leave benefits are exhausted will long term disability benefits take effect.
- d. Disability leave without pay may be allowed beyond the period for which the employee has sick leave available if there are medical reasons, according to a doctor's statement, for such leave; such leave may be allowed up to the end of the school year in which the sick leave has been exhausted, with the Board continuing coverage of insurance benefits up to the end of the contract year if the same can be provided within the rules and regulations of the insurance carrier.
- e. A statement from a qualified physician may be required to prove that the employee is capable of performing duties.
- f. In the event of a difference of opinion between the employee (and his or her doctor) and the Board considering the length, duration, or nature of a disability leave, the Board may require a second medical opinion and/or require the employee to submit to an examination by a physician. The physician shall be selected by mutual agreement, or if agreement cannot be reached regarding a physician, an impartial medical agency such as the County Medical Society shall issue an opinion which shall be binding on both teacher and Board. The Board shall pay the cost of the second evaluation and/or opinions.

6. Discipline Leave

The Superintendent has the right to suspend a faculty member for disciplinary reasons without pay for up to two days per calendar year.

This suspension would not be grievable.

B. ABSENCES WITH LOSS OF SUBSTITUTE PAY

In all of the following instances, unless otherwise indicated, employee leave will result in the deduction from the employee's salary of the actual cost of hiring a substitute teacher during the duration of the leave.

1. ASSOCIATION LEAVE

A total of 15 days leave time shall be available during each school year for the sole purpose of permitting Association representatives to attend official functions of local, state or national employee associations. This leave may be exercised by any one (1) or more Association representatives, but shall not exceed 20 days for all participants. Leaves will be granted under this provision only if the Association provides the Superintendent with not less than two (2) calendar weeks advance notice of the names of all those planning to attend and the inclusive dates of expected attendance. The Association shall reimburse the Board in full for the cost of all substitute teachers required to be employed during such leave period or periods.

C. ABSENCES WITHOUT LOSS OF PAY

ABSENCES WITHOUT LOSS OF PAY WILL BE GRANTED FOR THE FOLLOWING:

1. Sick leave, family illness, death or critical illness as provided in this agreement.
2. While acting as a chaperone for a school sponsored activity or attending a required event.
- 3.(a) A professional day(s) may be approved by the superintendent if the activity will assist the development of the teacher in meeting the requirements of or working with the building level student achievement goal(s), the district comprehensive school improvement plan (CSIP) or the Standard(s) 1-8 of the Iowa Teaching Standards.
- 3.(b) Head varsity coaches will be allowed to distribute the equivalent of one day of leave without loss of pay to attend state tournaments in their respective IHSAA or IGHSAA sports.
4. Other absences of less than one-half day in length for good cause shown and when substitutes need not be employed will be handled at the building level.
5. An employee shall be excused for jury duty, required court appearance related to their duties as a school employee, and to provide testimony in a criminal case, in which they are not the defendant, as required by court order which they are unable to resist. The absence shall be at full pay provided any fees or remunerations are turned over to the Community School District of South Tama County.
6. Personal leave
 - a. Each employee shall be allowed two (2) days each year for leave with full pay.
 - b. For each unused day of personal leave, the employee will be granted seventy-five dollars (\$75). Payment will not be made for increments in less than .5 unused days.
 - c. Each employee shall make written requests for leave to the building principal at least five (5) working days prior to the anticipated leave date. The Superintendent shall notify personnel at least three (3) working days prior to the anticipated leave date of the disposition of the case. As long as the request falls within the guidelines of this section such leave will be approved. Emergency requests shall be considered on an emergency basis.
 - d. Such leave may not be granted during the first and last weeks of any school year nor during the first three (3) days preceding and succeeding

school vacations or holidays unless approved at the discretion of the Superintendent or his/her designee.

7. Sick Leave

- a. The Current sick leave provision shall apply to all certified employees who work a portion of the contracted school year. All sick leave absences without loss of pay shall be deducted from cumulative sick leave of the subject employee. All absences will be computed per the employee's average work day and on standard pay scales. The Iowa Sick Leave Law shall be in force in the Community School District of South Tama County as follows:

10 Days Cumulated Sick Leave - Year 1
11 Days Cumulated Sick Leave - Year 2
12 Days Cumulated Sick Leave - Year 3
13 Days Cumulated Sick Leave - Year 4
14 Days Cumulated Sick Leave - Year 5
15 Days Cumulated Sick Leave - Year 6
And Each Succeeding Year

- b. Sick Leave will be cumulative until a maximum of 105 days have been accumulated. Employees who currently have more than the 105 days will retain those days; however, said employees will not accumulate further sick leave days until said employees are under the one hundred five (105) day maximum at the beginning of their annual contract period. After July 1, 1988 sick leave banks will no longer be acknowledged.
- c. Pregnancy Leave: Employees who are disabled from performing their duties because of medical reasons associated with pregnancy or post-delivery problems related to pregnancy, shall receive the sick leave benefits provided herein on the same basis as employees whose disability is related to other illness or injury. Doctors frequently prescribe a six week post-delivery recovery period if there are no complications. Absence beyond that medically prescribed is without pay. (You may contact the Central Office to verify terms for leaves of absence.)

8. Family Illness

Each employee shall be granted three (3) days per year, cumulative to ten (10) days leave of absence with pay due to illness of any member of the employee's immediate family shall be defined as: spouse, children, children legally in the employee's care, brothers, sisters, mother, father, grandparents, sons/daughters-in-law, parents-in law, and grandchildren (The list shall also include "step-relative" in the same categories as listed). When a total of ten (10) days accumulated family illness leave does not exist, additional days up to ten (10) within the school year shall be granted with loss of the substitute's pay. Leave for family illness must be an illness requiring the employee's assistance for the ill person if the person resides in the employee's household. For a member of the employee's family not residing in the household, the illness must be a critical illness or severe injury defined as:

- (a) Illness or injury involving hospitalization.
- (b) Illness or injury involving the possibility of death.

- (c) Illness or injury that requires immediate emergency medical attention.
- (d) Accompany a member of the immediate family to a medical appointment when their presence is needed. (Normal pregnancy is not included under “(d)”.

9. Bereavement Leave

- a. A total of up to ten (10) days absence per year (maximum five (5) per occurrence) shall be allowed for a death in the immediate family, as defined below, without loss of salary.
- b. The immediate family shall constitute any of the following persons: Employee's spouse, children, children legally in employee's care, siblings, parents, grandparents, parent-in-law, siblings-in-law, grandparents-in-law, grandchildren, grandchildren-in-law, aunts, uncles, nieces and nephews (The list shall also include “step-relative” in the same categories as listed).
- c. Attendance at funerals where immediate family is not involved as defined above will be permitted. Certified staff members may be granted up to one (1) full day leave to attend the funeral of a person(s) who in life represented a special kinship or friendship. A written request for leave under this provision defining special kinship must be filed with the principal and approved by the Superintendent. This request should be filed one (1) day prior to the leave day. Approved absences under this provision, beyond one (1) day, shall be with loss of pay.
- d. Leave of absence of this nature is not cumulative.

ARTICLE VII: HOLIDAYS AND VACATIONS

A. HOLIDAYS

The following days are days off for all certified personnel, if the holiday falls within the contract year: Labor Day, Thanksgiving, Christmas, New Year's Day, Good Friday, Memorial Day and Fourth of July.

B. VACATION DAYS

The adopted calendar will dictate unpaid vacation dates. The Monday following Easter will not be used as a makeup day in the event of unscheduled school closures. January 2nd will also be considered a non-paid vacation day unless it falls on a Thursday.

ARTICLE VIII: LUNCH

Each person covered by this contract shall receive a continuous twenty-seven (27) minute duty free lunch. Duty free lunch shall not include required travel time to duty assignments. An employee may agree annually in writing to an adjustment in the lunch period.

ARTICLE IX: SALARY

A. REGULAR SALARY

1. The salary of each employee covered by the regular salary schedule is set forth in this statement.
2. Up to seven (7) years experience credit for employees will be transferred into the district. Additional credit may be granted at the discretion of the employer.
3. The Salary Schedule is based upon a 192 day contract. Individual contracts for other than 192 days will have adjusted compensation based on a per diem basis.
4. Any days added beyond the 192 day contract will be paid on a per diem basis.

B. ADVANCEMENT ON SALARY SCHEDULE

1. Increments (step) --Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached.
2. Lane --Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane.
3. Minimum Salary --An employee who was paid the minimum salary of \$24,500 for at least one year, would have his/her next year placement on the appropriate track at the increment at which the lowest salary of the BA lane is above \$23,500.
4. Method of Payment --Payment of services will be on the regular payroll on or before the 20th day of each month or the last scheduled workday prior to the 20th.
5. Summer Checks --Summer checks, other than for summer school teachers, shall be by direct deposit, or shall be mailed to the address designated by the employee on the 20th or the last scheduled work day prior to the 20th.

C. EXTENDED CONTRACT SCHEDULES

1. Employees under this agreement who have a contract for a duration greater than 192 days will be paid one (1) day's salary for each day exceeding 192. (Daily salaries shall be computed from the salary schedules by placing the individual at the correct step and lane as if he/she were a nine-month (9) employee and divided by 192.) Teachers who are employed on a year-round contract are exempt from these provisions.
2. Summer school teachers teaching in the summer school program shall be paid on a schedule at a pro-rated portion based on a daily salary for an eight (8) hour day. The current summer Drivers Education instructor will be paid as above; however, any new summer Drivers Education instructor(s) will be paid on a per-student basis at a rate agreed to by the Employer and the Association.

D. SALARY SCHEDULE ADJUSTMENT

1. Requirements for Professional Improvement - Teacher will follow the guidelines as set forth by the State of Iowa for license renewal and formal professional improvement.
2. All credit hours above the B.A. Degree must be in the employee's assigned teaching field in the School District before applying to any lanes above the B.A. step. An exception of six (6) of these hours above the B.A. Degree may be under-graduate hours applying to the B.A. plus 20 lanes and must be earned after the B.A. Degree. For courses completed after June 1, 1994, at the sole discretion of the Board, credit hours may be applied to salary schedule horizontal advancement when not directly related to the teaching assignment, but the Board believes the course may enhance the teacher's performance and/or value as an employee of the district. For advancement to occur, such courses should receive written approval for credit application prior to enrollment. All hours applied above the B.A. plus 20 lane must be graduate hours (variation in this criterion may be granted by the Superintendent at his/her sole discretion). Provision of this contract clause shall not be retroactive and shall be applicable only to such hours earned after July 1, 1979.
3. In order to attract new employees in areas of limited supply, the employer may offer a \$5,000 incentive payment to be distributed over a four year period: \$2,000 the first year followed by \$1,000 in years two through four. Each year's payment will be distributed on the employees first pay period of the contract year. If the contract year is not completed by the employee, the employee will return that year's distribution in an amount proportionate to the contract days unfulfilled. The additional pay will be for those positions determined by the Board to have a limited supply of well-qualified candidates.
4. Teachers requesting an advancement on the salary schedule as a result of additional course work should notify the Superintendent or designee in writing by September 1st and provide transcripts by November 1st. Failure to provide transcripts by November 1st shall result in a salary adjustment effective with the November payroll.

5. All credit hours must be earned after conferring of the degree in order to be considered for a salary adjustment.
- E. PHASE I AND II MONEYS**
- A. Phase I shall be paid in equal monthly installments.
 - B. Phase II shall be paid in equal monthly installments for those eligible for phase I, and in four payments for those not eligible for Phase I payments. The four payments will usually be made in November, December, May, and June.
- F. PHASE III MONEYS**
- Committee work will be paid at the rate of \$22.00 per hour. Pay for committee work done outside regular school hours will consist of, but not be limited to the following:
1. Department Heads
 2. Assessment Committee
 3. Leadership Teams (BLT, Reading First, School Transition Teams)
 4. Textbook Adoption
 5. GEI Processing
- G. MENTOR ASSIGNMENTS**
- Mentoring assignments shall not exceed one (1) per staff member during the course of a calendar year. Any employee may agree annually in writing to changes.
- H. COMMITTEE LEADERSHIP**
- All committee leadership positions will be limited to three years. Unless waived by mutual agreement.
- I. SALARY SCHEDULE ----- (SEE LAST PAGE)**

ARTICLE X: EXTRA DUTY SUPPLEMENTAL PAY

- A. SALARY SCHEDULE FOR REGISTERED NURSES**
- Experience
- | | |
|------------------------|---------------------|
| 1 year | 90% of Base Salary |
| 2 to 4 years | 100% of Base Salary |
| 5 to 8 years | 105% of Base Salary |
| 9 years and over | 115% of Base Salary |
- Nurses qualifying for state base will be paid according to state mandates.
- B.** The Board and the Association agree that the activities listed on the Extra Duty Schedule are official school-sponsored activities covered by school insurance.
- C.** Although a staff member may voluntarily hold more than two (2) extra-duty assignments it will be a normal practice to limit each employee to two (2) extra duty assignments in a single school year. If an employee has more than two assigned extra duties and wishes to have two (2) such assignments he/she shall notify the Activities Director of his/her desire. The Administration shall have one (1) year in which to seek a replacement. If at the end of this year the desired reduction is impossible, the third extra duty assignment shall be compensated for at the next higher class of the salary schedule.

- D. The rate of compensation for extra-duty assignments shall be as shown on the accompanying salary schedule for extra duties.
1. Athletic related extra-duty experience shall mean experience within a single sport except softball and baseball shall be considered as a single sport and that the seventh and eighth grade coaching assignments shall be interchangeable.
 2. Experience for non-athletic related duties shall specifically refer only to the duty that is being assigned. Example: High School Band
 3. Credit for coaching outside the district shall be determined for new teachers in the same manner as experience on the regular salary schedule but shall not exceed ten (10) years. Credit for non-athletic duties which are designated by an asterisk (*) on the Extra Duty Schedule Classification page, included in this document shall be determined for new teacher in the same manner as experience on the regular salary schedule but shall not exceed ten (10) years.
- E. Employees (K - 12) will be required to supervise a maximum of three (3) athletic/activity assignments during the school year. Attendance beyond three (3) such assignments a school year will be at the employee's discretion. Staff will be admitted, at no charge, to regularly scheduled school events. This requirement is in addition to contracted extra duties.

B. EXTRA DUTY SCHEDULE
(Index Multiplied by the Base)

| STEP | A | B | C | D | E | F | G | H | I | J | K |
|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1 | 0.025 | 0.035 | 0.040 | 0.045 | 0.050 | 0.055 | 0.060 | 0.065 | 0.070 | 0.075 | 0.080 |
| 2 | 0.026 | 0.036 | 0.041 | 0.046 | 0.051 | 0.056 | 0.061 | 0.066 | 0.071 | 0.076 | 0.081 |
| 3 | 0.027 | 0.037 | 0.042 | 0.047 | 0.052 | 0.057 | 0.062 | 0.067 | 0.072 | 0.077 | 0.082 |
| 4 | 0.028 | 0.038 | 0.043 | 0.048 | 0.053 | 0.058 | 0.063 | 0.068 | 0.073 | 0.078 | 0.083 |
| 5 | 0.029 | 0.039 | 0.044 | 0.049 | 0.054 | 0.059 | 0.064 | 0.069 | 0.074 | 0.079 | 0.084 |
| 6 | 0.030 | 0.040 | 0.045 | 0.050 | 0.055 | 0.060 | 0.065 | 0.070 | 0.075 | 0.080 | 0.085 |
| 7 | 0.031 | 0.041 | 0.046 | 0.051 | 0.056 | 0.061 | 0.066 | 0.071 | 0.076 | 0.081 | 0.086 |
| 8 | 0.032 | 0.042 | 0.047 | 0.052 | 0.057 | 0.062 | 0.067 | 0.072 | 0.077 | 0.082 | 0.087 |
| 9 | 0.033 | 0.043 | 0.048 | 0.053 | 0.058 | 0.063 | 0.068 | 0.073 | 0.078 | 0.083 | 0.088 |
| 10 | 0.034 | 0.044 | 0.049 | 0.054 | 0.059 | 0.064 | 0.069 | 0.074 | 0.079 | 0.084 | 0.089 |
| 11 | | | | | | | | | | | |

| | L | M | N | O | P | Q | R | S | T |
|----|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1 | 0.085 | 0.090 | 0.095 | 0.100 | 0.105 | 0.120 | 0.125 | 0.141 | 0.150 |
| 2 | 0.086 | 0.091 | 0.096 | 0.101 | 0.106 | 0.123 | 0.129 | 0.145 | 0.155 |
| 3 | 0.087 | 0.092 | 0.097 | 0.102 | 0.107 | 0.126 | 0.133 | 0.149 | 0.160 |
| 4 | 0.088 | 0.093 | 0.098 | 0.103 | 0.108 | 0.129 | 0.137 | 0.153 | 0.165 |
| 5 | 0.089 | 0.094 | 0.099 | 0.104 | 0.109 | 0.132 | 0.141 | 0.157 | 0.170 |
| 6 | 0.090 | 0.095 | 0.100 | 0.105 | 0.110 | 0.135 | 0.145 | 0.161 | 0.175 |
| 7 | 0.091 | 0.096 | 0.101 | 0.106 | 0.112 | 0.138 | 0.149 | 0.165 | 0.180 |
| 8 | 0.092 | 0.097 | 0.102 | 0.107 | 0.114 | 0.141 | 0.153 | 0.169 | 0.185 |
| 9 | 0.093 | 0.098 | 0.103 | 0.108 | 0.116 | 0.144 | 0.157 | 0.173 | 0.190 |
| 10 | 0.094 | 0.099 | 0.104 | 0.109 | 0.118 | 0.147 | 0.161 | 0.177 | 0.195 |
| 11 | | | | | | 0.150 | 0.165 | 0.181 | 0.200 |

EXTRA DUTY SCHEDULE CLASSIFICATIONS

| | | |
|----|--|--|
| A. | -High School Prom Sponsor | |
| B. | -Special Olympics* -Middle School Magazine Sales | -Conference Art Program |
| C. | | |
| D. | Middle School Vocal Music* | |
| E. | -Assistant 7th Grade Football | |
| F. | -Assistant 8th Grade Football | |
| G. | -Middle School Student Council Sponsor -Head 7th Grade Boys Track -Head 8th Grade Boys Track -Ass't High School speech coach (Large group and Individual) | -Head 7th Grade Girls Track -Head 8th Grade Girls Track -Middle School Yearbook Sponsor |
| H. | -High School Variety Show/Musical Costumer -Technical Director for H.S. Play &/or Musical/Variety Show (divide annually between) -High School Student Council Sponsor | -Head 7th Grade Football -High School Play Costumer |
| I. | -Mid. Sch. Summer Instrumental Music* -Head 7th Grade Boys Basketball -High School Journalism Sponsor* -Elem. School Instrumental Music* -Assistant Coach H.S. Speech (Large Group and Individual) | -Head 7th Grade Wrestling -Head 7th Grade Girls Basketball -Head 8th Grade Volleyball -Elementary Music Program -Head 7th Grade Volleyball |
| J. | -Assistant 9th Grade Football -Head 8th Grade Boys Basketball -Head 8th Grade Wrestling | -Head 8th Grade Football -Head 8th Grade Girls Basketball |
| K. | -Assistant 10th Football -Head 9th Grade Boys Basketball -Head 9th Girls Volleyball -High School Musical (Vocal) | -Head 9th Grade Football -Head 9th Grade Girls Basketball -Dance Team Sponsor -High School Play Spnsor |
| L. | -High School Large Group Speech* -High School Yearbook Sponsor | -High School Individual Speech* -High School Vocal Music* |
| M. | -Assistant Var. Girls Volleyball -Assistant Var. Boy Track -Assistant Soccer -Head Varsity Girls Golf -Head Varsity Boys Golf | -Assistant Var. Girls Track -Middle School Instrumental Music* -Head Varsity Girls Tennis -Head Varsity Boys Tennis -High School Cheerleading Sponsor* (60/40 Fall-Winter Split) |
| N. | -High School Large Group Speech -High School Audio-Visual Resource | -High School Individual Speech |
| O. | | |
| P. | -Assistant Var. Football -Assistant Var. Girls Basketball -Head 10th Football -H.S. Summer Instrumental Music* -Assistant Varsity Boys Baseball | -Assistant Var. Boys Basketball -Assistant Var. Wrestling -Head 10th Boys Basketball -Assistant Varsity Girls Softball |
| Q. | -High School Instrumental Music* | -Head Soccer |
| R. | | |
| S. | -Weight Training Coach -Head Varsity Boys Track | -Head Varsity Girls Track -Head Boys/Girls Cross Country |
| T. | -Head Var. Football -Head Var. Girls Basketball -Concessions Supervisor -Head Var. Boys Baseball | -Head Var. Boys Basketball -Head Var. Wrestling -Head Var. Girls Volleyball -Head Var. Girls Softball |

*See ARTICLE X, D.3. for explanation of *

ARTICLE XI: FRINGE BENEFITS

- A. Insurance coverages that are selected as part of the Board provided South Tama County Flexible Benefits Plan shall be for twelve (12) consecutive months or until the following August 31 if an employee is hired after September 1, beginning with the effective date of this contract. The employees new to the district shall be covered by Board provided Flexible Benefits Plan no later than the earliest date of coverage provided by the company writing the insurance. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- B. Employees on paid leave shall continue to have Board contributions made according to the level described above, subject to the eligibility provisions, set forth by the insurance carrier.
- C. Employees on non-paid leave for one (1) month or longer shall have the option to continue Board paid programs by paying the premiums to the Board, subject to the eligibility provisions set forth by the insurance carrier.
- D. Carriers shall be selected by the Board, following consultation between the Board and the Association. Once the Board has made its selection to utilize a selected insurance carrier, this decision shall not be altered or changed unless the Board first consults with the Association in regard to proposed change.
- E. School Liability - Each employee shall be covered by a liability insurance program covering job-related performance duties paid for by the Board of Education.
- F. Worker's Compensation - Each employee shall be covered by Worker's Compensation paid for by the Board. Absence due to illness or injury incurred in the course of the employee's employment shall not be charged against the employee's sick leave days unless the employee elects to receive from the Board the difference between his/her salary and the benefits received under Worker's Compensation for the duration of the employee's absence. In the event that the employee elects to receive full pay, then and in that event, the employee shall agree to turn over all Worker's Compensation benefits to the Board in return for the Board's payment of the employee's full salary. If the employee does elect to receive full pay under this proposal, then the Board shall reduce the employee's sick leave days by a pro-rated formula, computed upon the number of dollars which the Board provides in addition to Worker's Compensation benefits. The number of sick leave days deducted under this full pay provision shall be determined solely by the Board for full pay in relation to the employee average daily pay. All other fringe benefits will remain in effect.
- G. Nothing herein shall be construed to require that the district is to be a self-insurer.

- H. Intra-District Mileage - The Board will provide reimbursement at twenty-five cents (\$.25) per mile to employees who are required to travel from one (1) building to another during their school day assignment.
1. No teacher will receive travel allowance between his/her home and school; teachers scheduled to teach in more than one building, or assigned by their supervisor to travel to another building, shall be reimbursed for building assignment to building assignment travel only. There shall be no travel allowance for periodic faculty meetings, curriculum meetings, or programs attended by teachers generally.
 2. Payment will be made in the following manner: Requests for payment must be verified and signed by the employee and the supervising principal, and are to be submitted monthly to the Business Manager. They will be paid monthly provided that the amount is \$20.00 or more. If this amount is not \$20.00 or more, such request slips will be accumulated until the month the amount is \$20.00 or more. All final payments, whatever the amount, will be made after June 1. All payment for mileage and expense reimbursement over \$20.00 will be forfeited if not claimed within 120 calendar days of incurring the expense.
- I. The Board shall provide \$800.00 per month, \$810 (2005-06 school year) per employee covered by this agreement, to participate in the South Tama County Flexible Benefits Plan.
1. To be eligible for this benefit an employee must be employed by the district at least half time (.5). Those persons employed half time (.5) will receive one-half of the Board's contribution. Any person employed more than half-time (.5) shall receive that percent of the Board's contribution.
 2. These moneys shall be understood to be tax free dollars in accordance with Section 125 of the IRS code with the exception of cash option (Letter F.)
 3. Employees may opt to supplement the Board contribution with pre-tax dollars to pay for further benefits subject to the limits of Section 125.
 4. All forms pertinent to the South Tama County Flexible Fringe Benefit Plan may be included as an Appendix of this agreement.
 5. The Board, Administration, and Association shall assume a shared responsibility for informing employees of the plan.
 6. Pamphlets, brochures, or other descriptions of the STC Flexible Benefits Plan shall be available from the Central Office.
 7. The STC Flexible Benefits Plan shall include the following items:
 - (a) Health Insurance - Each employee shall be required to choose one of the options as described in Selection of Benefits Plan unless they can provide proof of coverage in their spouses group insurance plan, or as current law provides.

- (b) Life Insurance - Each employee shall be required to choose one of at least three options as described in Selection of Benefits Plan.
- (c) Disability - Each employee shall be required to take the long term disability insurance policy with scheduled monthly income protection of 60% of covered monthly compensation upon expiration of sick leave.
- (d) Annuity - An employee may enroll in a Tax Shelter Annuity Account of his/her choice.
- (e) Cash Option - An employee may choose to receive the cash difference between the Board contribution and the employee choices in cash as a taxable addition to his/her monthly pay.
- (f) Coverage levels - The STC Flexible Benefits Plan will provide as an option coverages equivalent to coverages provided in the 1992-1993 school year except where unavailable due to changes in law or no longer available through a commercial insurance carrier. Other exceptions may be made by agreement of the parties.
- (g) Family Dental Insurance - The STC Flexible Benefits Plan may provide as an option coverage(s) for employee family dental insurance. The Association Board will establish a group representative of various segments of the district employees to recommend the dental plan option or options to be included. This decision of which dental plan(s) to include must be agreed upon by the Board and the Association prior to June 1, 1997 for timely inclusion for the 1997-1998 Flexible Benefit Plan.

ARTICLE XII: SEVERABILITY

If any article or portion of this agreement be declared illegal by any court of record having competent jurisdiction, said article or portion shall be stricken from this agreement to the extent that it violates the law. All other provisions of this agreement shall remain in full force and effect.

ARTICLE XIII: DURATION

This agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007. However, areas of the agreement may be modified during the effective dates of the contract by mutual agreement of the parties.

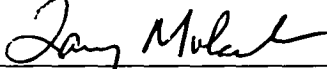
REOPENER LANGUAGE

In the event that additional funds for salaries is received from the State of Iowa, the compensation portion will be reopened and changed by mutual agreement.

SIGNATURES

In witness to this agreement the Board and the Association have caused this agreement to be signed by their respective representatives as shown below:

COMMUNITY SCHOOL DISTRICT OF SOUTH TAMA COUNTY

BY: :
President, Superintendent, or Chief Negotiator.

DATE: 7/25/2006

SOUTH TAMA COUNTY EDUCATION ASSOCIATION

BY: :
President or Chief Negotiator

DATE: 7/25/2006

EXAMPLE A

**PAYROLL DEDUCTION AUTHORIZATION
FOR ASSOCIATION DUES**

Employee's Name _____

Date _____

I hereby authorize the Board of Education of the Community School District of South Tama County to deduct Association dues from my salary each month. My total yearly dues are \$_____ to be paid to the South Tama County Education Association. I understand that the total dues deduction will be divided into ten (10) equal installments with the first deduction in September, and the last in June. I understand that this deduction authorization may not be altered during the school year, but may be revoked by me at any time, by thirty (30) days written notice to you.

Signature of Employee

For Employer Use Only

DO NOT FILL OUT

Employee Number

Date Started

Amount

Social Security Number

**THIS FORM DUE IN SUPERINTENDENT'S OFFICE PRIOR TO THE FIRST
FRIDAY AFTER LABOR DAY**

EXAMPLE B

Grievance Report

The Community School District of South Tama County

Case No. _____

Date Filed _____

Building: _____

Name of Grievant: _____
Second Step

A. Date alleged violation occurred _____

B. Section of contract alleged to be violated _____

C. Statement of grievance _____

D. Relief sought _____

Signature of Grievant

Date Submitted

Disposition By Principal or Designee

Signature of Principal or Immediate Supervisor

Date

EXAMPLE C

Third Step

(Case No.)

(Date Submitted to Superintendent

A.

(Signature of Grievant)

(Date Received by Superintendent)

B. Disposition by Superintendent or Designee

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

(Signature of Superintendent or Designee)

(Date)

EXAMPLE D

Fourth Step

(Case No.)

A. _____
(Signature of Grievant) _____
(Signature of Association President)

B. _____
(Date Submitted to Arbitrator) _____
(Date Received by Arbitrator)

C. Disposition and Award of Arbitrator

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

(Signature of Arbitrator)

(Date)

SALARY SCHEDULE

2006-2007

| STEPS | BA | BA-20 | MA | MA-20 | MA-40 | SPEC-20 |
|-------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 1 | 100.0% \$22,700 | 105.0% \$23,835 | 113.0% \$25,651 | 120.0% \$27,240 | 121.0% \$27,467 | 1.30 \$29,510 |
| 2 | 104.0% \$23,608 | 109.0% \$24,743 | 117.0% \$26,559 | 124.0% \$28,148 | 125.0% \$28,375 | 134.0% \$30,418 |
| 3 | 108.0% \$24,516 | 113.0% \$25,651 | 121.0% \$27,467 | 128.0% \$29,056 | 129.0% \$29,283 | 138.0% \$31,326 |
| 4 | 112.0% \$25,424 | 117.0% \$26,559 | 125.0% \$28,375 | 132.0% \$29,964 | 133.0% \$30,191 | 142.0% \$32,234 |
| 5 | 116.0% \$26,332 | 121.0% \$27,467 | 129.0% \$29,283 | 136.0% \$30,872 | 137.0% \$31,099 | 146.0% \$33,142 |
| 6 | 120.0% \$27,240 | 125.0% \$28,375 | 133.0% \$30,191 | 140.0% \$31,780 | 141.0% \$32,007 | 150.0% \$34,050 |
| 7 | 124.0% \$28,148 | 129.0% \$29,283 | 137.0% \$31,099 | 144.0% \$32,688 | 145.0% \$32,915 | 154.0% \$34,958 |
| 8 | 128.0% \$29,056 | 133.0% \$30,191 | 141.0% \$32,007 | 148.0% \$33,596 | 153.0% \$34,731 | 158.0% \$35,866 |
| 9 | 132.0% \$29,964 | 137.0% \$31,099 | 145.0% \$32,915 | 152.0% \$34,504 | 157.0% \$35,639 | 162.0% \$36,774 |
| 10 | 136.0% \$30,872 | 141.0% \$32,007 | 149.0% \$33,823 | 156.0% \$35,412 | 161.0% \$36,547 | 166.0% \$37,682 |
| 11 | 140.0% \$31,780 | 145.0% \$32,915 | 153.0% \$34,731 | 160.0% \$36,320 | 165.0% \$37,455 | 170.0% \$38,590 |
| 12 | 145.0% \$32,915 | 149.0% \$33,823 | 157.0% \$35,639 | 164.0% \$37,228 | 169.0% \$38,363 | 174.0% \$39,498 |
| 13 | \$1,400 \$34,315 | 154.0% \$34,958 | 162.0% \$36,774 | 168.0% \$38,136 | 173.0% \$39,271 | 178.0% \$40,406 |
| 14 | \$1,400 \$35,715 | \$1,535 \$36,493 | 167.0% \$37,909 | 172.0% \$39,044 | 177.0% \$40,179 | 182.0% \$41,314 |
| 15 | \$1,400 \$37,115 | \$1,535 \$38,028 | \$1,600 \$39,509 | 176.0% \$39,952 | 181.0% \$41,087 | 186.0% \$42,222 |
| 16 | \$1,400 \$38,515 | \$1,535 \$39,563 | \$1,600 \$41,109 | \$1,625 \$41,577 | 185.0% \$41,995 | 190.0% \$43,130 |
| 17 | \$1,400 \$39,915 | \$1,535 \$41,098 | \$1,600 \$42,709 | \$1,625 \$43,202 | \$1,650 \$43,645 | 194.0% \$44,038 |
| 18 | | \$1,535 \$42,633 | \$1,600 \$44,309 | \$1,625 \$44,827 | \$1,650 \$45,295 | \$1,000 \$45,038 |
| 19 | | | \$1,600 \$45,909 | \$1,625 \$46,452 | \$1,650 \$46,945 | \$1,000 \$46,038 |
| 20 | | | | \$1,625 \$48,077 | \$1,650 \$48,595 | \$1,000 \$47,038 |
| 21 | | | | | \$1,650 \$50,245 | \$1,000 \$48,038 |

Appendix 1

DEFINITION OF TERMS

The Iowa Teaching Standards (Iowa Code 284.3) encompass job-related behaviors that, in current research, have shown to be indicative of effective teaching. The eight standards that serve as the basis for the evaluation system are:

1. DEMONSTRATES ABILITY TO ENHANCE ACADEMIC PERFORMANCE AND SUPPORT FOR AND IMPLEMENTATION OF THE SCHOOL DISTRICT'S STUDENT ACHIEVEMENT GOALS.
2. DEMONSTRATES COMPETENCE IN CONTENT KNOWLEDGE APPROPRIATE TO THE TEACHING POSITION.
3. DEMONSTRATES COMPETENCE IN PLANNING AND PREPARING FOR INSTRUCTION.
4. USES STRATEGIES TO DELIVER INSTRUCTION THAT MEETS THE MULTIPLE LEARNING NEEDS OF STUDENTS.
5. USES A VARIETY OF METHODS TO MONITOR STUDENT LEARNING.
6. DEMONSTRATES COMPETENCE IN CLASSROOM MANAGEMENT.
7. ENGAGES IN PROFESSIONAL GROWTH.
8. FULFILLS PROFESSIONAL RESPONSIBILITIES ESTABLISHED BY THE SCHOOL DISTRICT.

Standards

Specific criteria related to effective teaching behavior are defined for each of the eight performance areas.

Criteria

These are phrases or statements that collectively convey the meaning of each teaching standard.

Formal Observation

A formal observation is an observation of teaching. Teachers may request additional pre-arranged observations to assist their professional growth and validate their performance.

Informal Observation

In addition to the formal classroom observations provided in this ARTICLE, the appropriate administrator may make informal observations of the employee during the school day and/or during other school related activities in which the employee is in a supervisory position. The informal evaluation shall be discussed with the employee before placement in his/her personnel file. If the employee feels that his/her informal written evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

Formative Evaluation

During this phase of the process, information relative to the individual professional development plan is collected. Information may be collected through scheduled or unscheduled observations, non-observed data, and from artifact data. In this process teaching strengths and weaknesses are identified and conferences are held which reinforce areas of strength and prescribe recommendations for improvement in areas of weakness. If the employee feels that his/her informal written evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

The **Formative and Summative Evaluation** documents teacher performance on each of the standards in the following terms:

1. **Does not meet standards:** The behaviors defined by the standards are inconsistently seen.
2. **Meets standards:** The teacher consistently demonstrates the behaviors defined by the standards.

Summative Evaluation

The summative evaluation is a compilation of all information obtained during the formative phase and serves as a basis for administrative decision making regarding two issues: future planning for professional improvement goals and the renewal of contract.

Self-Assessment

The teacher reviews the eight standards and prepares written evidence to support an assessment of performance for each standard and criteria.

Pre-observation Conference

A pre-observation conference will be held between the appropriate administrator and the employee at least one (1) school day prior to the first evaluation so that the evaluator may be apprised of the objectives, methods, and materials planned for the performance situation to be evaluated. The administrator will advise on the criteria for summative evaluation by reviewing the instrument with the employee and determining job targets.

Post-observation Conference

A post-observation conference will be held within three working days of the formal observation unless an extension is mutually agreed upon. The teacher will receive a copy of the evaluation form and is to sign and return the appropriate copies to the building administrator. If the teacher disagrees with the evaluation, the teacher must submit a written rebuttal within thirty (30) days, which will be added to the teacher's personnel file.

Length

Each formal evaluation shall be preceded by at least one (1) observation of at least twenty (20) minutes in duration **but, not to exceed (45) minutes**. If within three (3) days of the post conference, a teacher requests a second observation of equal length, it shall be provided.

Restrictions

Formal evaluations shall not take place during the first or last three (3) weeks of the school contract year (not including extended). Evaluations shall not take place three (3) school days before or after major vacations.

Tier I and Tier II Sequence

Teachers will progress according to the timelines. The purpose of Tier I is to generate usable and reliable data that will support making a decision to recommend for licensure a beginning teacher and will support the movement of a beginning teacher to the career teacher level. The Tier II evaluation is focused on developing and supporting the professional development of teachers while also providing for the on-going assessment of the career teachers' mastery of the Iowa Teaching Standards. The purpose of Tier III is to provide organizational support and assistance to career level teachers who are not meeting the Iowa Teaching Standards.

Tier III: Intensive Assistance Plan

At the administrator's discretion, teachers may be taken out of Tier II and an individual intensive assistance plan will be written to remedy serious performance deficiencies. The plan will include observations, self-assessments, and other documentation as defined in the plan.

The Specific Intensive Assistance Plan provides a good faith effort to support and guide the career teacher in meeting the expectations set forth in the Iowa Teaching Standards. This plan provides a more structured and intensive mode of supervision for the staff member who is not consistently demonstrating one or more of the Iowa Teaching Standards.

The decision regarding implementation of Tier III should be collaborative, but may be directive. This plan is intended to provide the highest likelihood for professional improvement. This process may begin at any time. Because of the personal nature of this plan, confidentiality is expected of all participants. Tier III consists of two phases.

Intensive Assistance Plan

1. AWARENESS PHASE

In the awareness phase, the administrator/evaluator identifies a problem relating to the Teaching Standards (only Iowa Standards one through seven can be identified for placement in an intensive assistance tier) that is characteristic of a teacher's performance rather than an anomaly. The evaluator should contact the staff member in writing, makes him/her aware of the problem, collaboratively develops the means to resolve the problem, and schedules a time (not to exceed three months) to discuss resolution. While the teacher and the evaluator attempt to resolve the problem, the staff member continues to remain in Tier II and work on the District and Individual Teacher Career Development Plans. At the conclusion of the agreed upon time frame, the evaluator will review the progress and will make one of the following recommendations:

- The problem is resolved and the staff member is removed from the awareness phase and continues to work within Tier II.
- In the event the problem is not resolved, the staff member is notified in writing and placed into the assistance phase. Placement in the assistance phase would suggest that activities regarding the professional development plan in Plan II would be suspended. The evaluator must approve the decision to postpone the teacher's responsibility for engaging in the learning identified in the District Career

Development plan.

2. ASSISTANCE PHASE

After the final meeting of the Awareness Phase, a letter will be sent to the staff member to formally notify him/her of placement in the Assistant Phase. A copy is forwarded to the Superintendent's office and is placed in the personnel file. The staff member should also be notified of their right to request assistance from their local association. A conference will be held between the staff member and the evaluator to develop an Assistance Plan that must include a specific statement of problems related to one or more of the Iowa Teaching Standards (Standards 1-7) as well as specific-growth promoting goals that are measurable, action-oriented, realistic, and time-bound. In addition the plan will include strategies to be applied in achieving the goals, intended timelines for the strategic actions, and specific criteria for evaluating the successful completion of the plan. It may be beneficial for a district to identify a team of individuals who have the knowledge and skills to assist the identified teacher in improving his/her performance. This team may also assist in the development of the intensive assistance plan but may not identify the standards by which the teacher was placed on intensive assistance. The summative evaluation of the teacher in the intensive assistance tier must be made by the designated evaluator. At the end of the designated timeframe, one of three recommendations will be made at the time of the summative evaluation:

- The problem is resolved; the staff member is removed from the Assistance plan.
- Progress is noted, the timeline is extended but may not exceed twelve months according to Iowa law and work continues in the assistance phase.
- The problem is not resolved, progress is not noted. Actions are then taken by the district to move towards a recommendation for non-renewal of contract.